

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Herb Hyman-(954) 797-1016

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, AGREEMENT NO. CT01-256/JMD FOR REQUIRED LABORATORY TESTING OF DRINKING WATER AND WASTE WATER.

**REPORT IN BRIEF:**

The Town needs a laboratory to perform the required compliance testing for drinking water and waste water samples. The Solid Waste Authority of Palm Beach County has conducted a competitive bid for this service. Pricing on this contract is more beneficial to the Town than the pricing schedule in the Town's current agreement. A tour of the vendor's facility was conducted by the Assistant Utilities Director who was favorably impressed. This contract presents an opportunity for the Town to lock into favorable pricing for the three (3) year term of the contract which also has an option to be renewed for an additional three (3) year period.

**PREVIOUS ACTIONS:**

Not applicable.

**CONCURRENCES:**

The recommended award has been reviewed by the Procurement Manager and the Utilities Director and Assistant Utilities Director who concur with the decision to approve the award made by The Solid Waste Authority of Palm Beach County to US Biosystems, Inc.

**FISCAL IMPACT:**

Has request been budgeted?      yes

If yes, expected cost-\$54,000.00/yr.

Account Name: Utilities Department-Compliance Testing Account

Additional Comments: Not applicable

**RECOMMENDATION(S):**

Motion to approve the resolution.

**Attachment(s):**

Resolution

Procurement Authorization

Solid Waste Authority of Palm Beach County Award and Pricing Information

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE BID AWARDED BY THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, AGREEMENT NO. CT01-256/JMD FOR REQUIRED LABORATORY TESTING OF DRINKING WATER AND WASTE WATER.

WHEREAS, the Town is in need of a laboratory to perform required testing of drinking water and waste water; and

WHEREAS, the Solid Waste Authority of Palm Beach County has solicited sealed proposals for such services; and

WHEREAS, after review, the Town Council wishes to approve the bid awarded by the Solid Waste Authority of Palm Beach County to US Biosystems, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The award made by the Solid Waste Authority of Palm Beach County to US Biosystems, Inc. for required laboratory testing of drinking water and waste water in the amount of \$54,000.00/yr., is hereby approved by the Town Council.

SECTION 2. The Town Council hereby authorizes the expenditure from the Utilities Department-Compliance Testing Account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED \_\_\_\_ DAY OF \_\_\_\_\_, 2001

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001

# TOWN OF DAVIE PROCUREMENT AUTHORIZATION

**ACCOUNT NUMBER. BUDGET ITEM & DESCRIPTION APPROXIMATE COST**

040-1058-536-0333 LABORATORY TESTING \$54,000

*COMPLIANCE TESTING*

**METHOD OF PROCUREMENT (check the one that applies)**

☐ Open Competitive Bidding

☒ Piggyback on Contract Number Solid Waste Authority of Palm Beach County  
Agreement No. CT01-256/JMD

☐ Sole Source

☐ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed

[Signature]  
Department Head

Have Funds been Reserved REAN 24837

Date 10/13/01 Signed [Signature]

Signed

[Signature]  
Town Administrator

VENDOR	BIDS SUBMITTED	COST
<u>US BIOSYSTEMS, INC.</u>		<u>\$54,000.00/YR.</u>

Signed

[Signature]  
Procurement Manager

TOWN ADMINISTRATOR'S RECOMMENDATION	
Vendor	Cost
<u>U.S. BIOSYSTEMS, INC.</u>	<u>\$54,000.00/YR.</u>
Signed	<u>[Signature]</u> Town Administrator

EXTRA

COPY



*AGREEMENT FOR*

*ANALYTICAL LABORATORY SERVICES*

*BETWEEN*

*THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY*

*AND*

*US BIOSYSTEMS, INC.*

*AGREEMENT NO. CT01-256/JMD*

# **TABLE OF CONTENTS**

Y900

<u>ARTICLE</u>	<u>PAGE</u>
1. Effective Date .....	1
2. Services to be Performed by Laboratory.....	1
3. Compensation .....	1
4. Insurance .....	2
5. Liquidated Damages .....	3
6. Standard of Care .....	4
7. Indemnification .....	4
8. Independent Consultant .....	5
9. Authority to Practice .....	5
10. Compliance with Laws .....	5
11. Sub-consulting .....	5
12. Federal and State Taxes .....	6
13. Availability of Funds .....	6
14. Authority's Responsibilities .....	6
15. Termination of Agreement.....	6
16. Uncontrollable Forces .....	7
17. Governing Law and Venue .....	7
18. Non-Discrimination .....	7
19. Waiver .....	7
20. Severability .....	7
21. Entirety of Agreement.....	8
22. Modification.....	8
23. Successors and Assigns.....	8
24. Contingent Fees .....	8
25. Truth-in-Negotiation Certificate .....	9
26. Ownership of Documents .....	9
27. Access and Audits.....	9
28. Notice.....	10
29. Contract Administration.....	10
30. Key Personnel .....	11
31. Minority/Women Business Enterprise (M/WBE).....	11
32. Confidentiality .....	11
Contract Execution.....	12

## **EXHIBITS**

A. Scope of Work .....	13
B. Fee Schedule .....	20
C. Computer Data Reporting Requirements.....	24
D. Additional Price List.....	27
E. FDEP Groundwater Monitoring Form.....	31
F. M/WBE Plan.....	32

**Agreement for Analytical Laboratory Services**  
**Agreement No. CT01-256**

*This Agreement*, between the Solid Waste Authority of Palm Beach County, a special district created by Ch. 75-473, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and US Biosystems, Inc. (hereinafter referred to as LABORATORY), a Florida Corporation, whose Federal Employer Identification Number is 04-3421993:

*Whereas*, AUTHORITY is in need of analytical LABORATORY testing services, and;

*Whereas*, LABORATORY represents it is capable and prepared to provide such services.

*Now, therefore*, in consideration of the promises contained herein, the parties hereto agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be **July 1, 2001**.

Term of Agreement shall be for a three (3) year period, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for three (3) additional years, as approved by the Authority Board, at the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

**ARTICLE 2 - SERVICES TO BE PERFORMED BY LABORATORY**

LABORATORY shall perform the services as specifically stated in the Scope of Work (Exhibit A), attached hereto and incorporated by reference as part of this agreement and as may be specifically designated and authorized by the AUTHORITY.

**ARTICLE 3 - COMPENSATION**

AUTHORITY shall pay LABORATORY in accordance with Exhibit B -- Fee Schedule, which is attached hereto and incorporated by reference as part of this Agreement. The parties acknowledge that the Authority may require analysis of parameters in addition to those listed in Exhibit B. "Exhibit D -- Additional Price List" has been included in this Agreement to identify the parameters, method, and unit cost of substances, which may require analysis. It is the parties' intention if such additional analysis is required; the prices shall be as stated in Exhibit D. In the event a parameter is included in both exhibits "B" and "D", the lower price shall take precedence.

Total annual expenditure for the term of the Agreement shall not exceed five hundred thousand dollars (\$500,000.00). Each individual invoice shall be due and payable thirty (30) days after receipt and acceptance of correct, fully documented, invoice by the AUTHORITY. Invoices must reference the current contract number or Consultant Services Authorization number (if any). All invoices shall be delivered with the corresponding final, correct, and signed Analytical Laboratory report and Electronic Data submitted to:

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attn: Environmental Programs c/o Donna Sayles

At written request of the AUTHORITY, LABORATORY will reanalyze any samples for which the initial results of analysis are suspect. Should the reanalysis confirm the first results of analysis, the AUTHORITY will pay for the resampling and reanalysis. Should the second analysis fail to confirm the first, LABORATORY will only charge for the correct analysis. Explanations for any errors will be made, in writing, by LABORATORY to the AUTHORITY within fifteen (15) days of the analysis date or date notified. In addition, new reports (hard copies & electronic) shall be resubmitted to the AUTHORITY within seven (7) days.

In order for both parties herein to close their books and records, the LABORATORY will clearly state "Final Invoice" on the LABORATORY'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the LABORATORY.

#### ARTICLE 4 - INSURANCE

During the performance of the Services under this Agreement, LABORATORY shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than \$300,000 for each occurrence, and with property damage limits of not less than \$300,000 for each occurrence.
2. **Automobile Liability** Insurance with bodily injury limits of not less than \$300,000 for each person and not less than \$300,000 for each accident and with property damage limits of not less than \$300,000 for each accident.
3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 aggregate.

4. **Professional Liability** Insurance with limits of not less than \$300,000 annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category or 5% of the total coverage carried in each category, if in excess of the required amounts. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

LABORATORY shall furnish **AUTHORITY certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the **AUTHORITY**. LABORATORY shall include **AUTHORITY** as an **additional insured** on the General Liability and Automobile Liability insurance policy required by the Agreement. All of LABORATORY'S sub-consultants shall be required to include **AUTHORITY** and LABORATORY as **additional insured** on their General Liability insurance policies.

In the event that sub-consultants used by the LABORATORY do not have insurance, or do not meet the insurance limits, LABORATORY shall indemnify and hold harmless the **AUTHORITY** for any claim in excess of the sub-consultants insurance coverage, arising out of negligent acts errors or omissions of the sub-consultants.

The LABORATORY shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the **AUTHORITY**.

#### **ARTICLE 5 - LIQUIDATED DAMAGES**

The Laboratory acknowledges that time is of the essence in the performance of the services specified herein and that damages in the event of delays and disruptions as set forth below will be difficult to ascertain. The Laboratory agrees that the amounts set forth below are fair and reasonable as liquidated damages for delay (but not as a penalty).

Notwithstanding the other Articles within this Agreement the Laboratory agrees that invoicing for analytical laboratory reports received by the Authority past the thirty (30) day turnaround time shall be subject to:

- Twenty Five (25) percent reduction for the first seven (7) calendar days, or any portion thereof, exceeding the time limit;
- Fifty (50) percent reduction for the second seven (7) calendar days (days 8 through 14), or any portion thereof, exceeding the time limit;
- Seventy Five (75) percent reduction for the third seven (7) calendar days (days 15 through 21), or any portion thereof, exceeding the time limit;



- No charge for any/all reports received after the fourth seven (7) calendar days (past day 21), beginning with day twenty two (22) or any portion thereof, exceeding the time limit.

Reductions shall be based upon the individual test(s) (parameter(s)) involved.

The Authority retains all remedies available to it as specified in this Agreement in addition to and in lieu of the foregoing.

#### **ARTICLE 6 - STANDARD OF CARE**

LABORATORY shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional Analytical Laboratory under similar circumstances and LABORATORY shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

The LABORATORY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 7 - INDEMNIFICATION**

##### **7.1 GENERAL**

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, AUTHORITY and LABORATORY agree to allocate such liabilities in accordance with this Article 6.

##### **7.2 INDEMNIFICATION**

LABORATORY agrees to protect, defend, indemnify, and hold harmless the AUTHORITY, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent acts or omissions of the LABORATORY, its employees, or agents, arising out of or connected with this Agreement. The LABORATORY shall not be required to indemnify the AUTHORITY or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the AUTHORITY, or its agents, employees or representatives.

##### **7.3 SURVIVAL**

Upon completion of all Services, obligations and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

#### **ARTICLE 8 - INDEPENDENT CONSULTANT**

LABORATORY undertakes performance of the Services as an independent consultant and shall be wholly responsible for the performance. AUTHORITY shall have no right to supervise the performance, but AUTHORITY shall have the right to observe such performance. LABORATORY shall work closely with AUTHORITY in performing Services under this Agreement.

The LABORATORY shall not pledge the AUTHORITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The LABORATORY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 9 - AUTHORITY TO PRACTICE**

The LABORATORY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

#### **ARTICLE 10 - COMPLIANCE WITH LAWS**

In performance of the Services, LABORATORY will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

#### **ARTICLE 11 - SUB-CONSULTING**

The AUTHORITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant to perform properly under this Agreement.

The awarded LABORATORY is to be the primary LABORATORY not a broker. If it is necessary to send out samples to a subcontractor for testing the type(s) of test(s) to be run and the length of time the subcontractor will be used for these tests will be specified and subject to the acceptance and approval of the AUTHORITY in writing prior to any outside work commencing.

If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the LABORATORY shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

## **ARTICLE 12 - FEDERAL AND STATE TAXES**

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to LABORATORY. The LABORATORY shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the LABORATORY be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

## **ARTICLE 13 - AVAILABILITY OF FUNDS**

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

## **ARTICLE 14 - AUTHORITY'S RESPONSIBILITIES**

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by LABORATORY, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY. AUTHORITY shall be responsible for collection of samples and preparation for shipment of samples to LABORATORY. If the AUTHORITY requests sampling services from the LABORATORY, the LABORATORY shall be responsible for collection of samples, preparation for shipment and transportation.

## **ARTICLE 15 - TERMINATION OF AGREEMENT**

This Agreement may be terminated by the LABORATORY upon thirty (30) days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of the Agreement through no fault of the LABORATORY. It may also be terminated by the AUTHORITY with or without cause immediately upon written notice to the LABORATORY. Unless the LABORATORY is in breach of this Agreement, the LABORATORY shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the LABORATORY shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- d. Continue and complete all parts of the work that have not been terminated.

The LABORATORY shall be paid for services actually rendered to the date of termination.

#### **ARTICLE 16 - UNCONTROLLABLE FORCES**

Neither the AUTHORITY nor LABORATORY shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 17 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of **Florida**. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

#### **ARTICLE 18 - NON-DISCRIMINATION**

The LABORATORY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

#### **ARTICLE 19 - WAIVER**

A waiver by either AUTHORITY or LABORATORY of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

#### **ARTICLE 20 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any

void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

#### **ARTICLE 21 - ENTIRETY OF AGREEMENT**

The AUTHORITY and the LABORATORY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and LABORATORY pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

#### **ARTICLE 22 - MODIFICATION**

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and LABORATORY. Such modifications shall be in the form of a written Amendment executed by both parties.

#### **ARTICLE 23 - SUCCESSORS AND ASSIGNS**

AUTHORITY and LABORATORY each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. LABORATORY shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

#### **ARTICLE 24 - CONTINGENT FEES**

The LABORATORY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LABORATORY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the LABORATORY, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Execution of this Agreement by the LABORATORY shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

#### **ARTICLE 26 - OWNERSHIP OF DOCUMENTS**

LABORATORY shall be required to cooperate with other AUTHORITY consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

#### **ARTICLE 27 - ACCESS AND AUDITS**

LABORATORY shall maintain adequate records to justify all charges and costs incurred in performing the work for at least seven (7) years after completion of this Agreement. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the LABORATORY'S place of business.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

## **ARTICLE 28 - NOTICE**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

### **As To AUTHORITY**

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attention: Executive Director  
Office No.: 561-640-4000 Fax No.: 561-640-3400

### **As To LABORATORY**

US Biosystems, Inc  
3231 N.W. 7<sup>th</sup> Avenue  
Boca Raton, Florida 33431  
Attention: Mr. Derrick Simons  
Office No.: 888-329-3134 Fax No.: 561-447-6136

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of LABORATORY and AUTHORITY.

## **ARTICLE 29 - CONTRACT ADMINISTRATION**

Services of LABORATORY shall be under the general direction of Mark McLean, Assistant Director for Environmental Programs, or his/her successor/designee, who shall act as the AUTHORITY'S representative during the term of the Agreement.

#### **ARTICLE 30 - KEY PERSONNEL**

LABORATORY shall provide the AUTHORITY within thirty (30) days of the execution of the contract with the resumes' of all key personnel. LABORATORY shall notify AUTHORITY in the event of key personnel changes, which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed replacements of key personnel. The following personnel shall be considered key personnel:

Project Manager  
QA Officer  
Analytical Managers/Supervisors  
Analytical Work Personnel

#### **ARTICLE 31 - MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AFFIRMATIVE ACTION PROGRAM**

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for minority participation in contracts and purchases. LABORATORY shall submit a plan showing how he/she will assist the AUTHORITY in achieving this goal through women/minority subcontractor participation or any other method. Minority hiring, although laudable, does not qualify for the purpose of meeting the goal above cited. The goal is to encourage doing business with certified M/WBE's. The AUTHORITY will require documentary proof of the implementation and progress of the proposed plan.

The LABORATORY understands that each minority and/or women-owned firm utilized pursuant to this Agreement to meet the AUTHORITY M/WBE goals must be certified by a governmental entity. Certificates shall be submitted for specific M/WBE's listed in the plan.

#### **ARTICLE 32 - CONFIDENTIALITY**

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the LABORATORY under this Agreement shall be made available to any individual or organization by the LABORATORY without prior written approval of the AUTHORITY.

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***



*In witness whereof*, the Solid Waste Authority of Palm Beach County, and US Biosystems, Inc. has executed this Agreement all as of the day and year first above written.

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:**

Witness:

1. *[Signature]*  
2. *[Signature]*

By:

*[Signature]*  
Donald L. Lockhart  
Executive Director

Approved as to Form and Legal Sufficiency:

By: *[Signature]*  
General Counsel to the Authority

**US BIOSYSTEMS, INC.:**

Attest:

*[Signature]*  
Corporate Secretary

By:

*[Signature]*  
(Corporate Seal)

Name:

Alex Moreno

Title:

President / CEO

Witness:

1. *[Signature]*  
2. *[Signature]*

**SCOPE OF WORK**

**GENERAL REQUIREMENTS**

The Solid Waste Authority of Palm Beach County (AUTHORITY) requires that the LABORATORY must *currently* maintain Florida Department of Health (FDOH), Environmental Laboratory Certification in the following categories: metals, nutrients, demands, organic extractables, general parameters I & II, microbiology, pesticides/herbicides/PCB's, purgeable organics, EPA 40CFR Part 258 Appendix I & II, and basic environmental laboratory. An estimated 1300 sample points per year with an estimate of 50,000 determinations per year including, but not limited to ground-water, surface water, landfill leachate, wastewater, soils, MSW incinerator ash, compost, and sludge samples, are the basis for this contract. The most current Comprehensive Quality Assurance Plan (CQAP) for Sampling and Analysis approved by the Florida Department of Environmental Protection (FDEP) for all services requested is required. If the FDEP is not approving CQAP, provide any other plans such as FDOH or National Environmental Laboratory Accreditation Program (NELAP)

Sampling will normally be conducted by AUTHORITY staff. The AUTHORITY may request the LABORATORY to provide sampling services on an as needed basis. The LABORATORY shall be responsible for providing labeled sample containers made of virgin material and the chemical preservatives necessary for the AUTHORITY to conduct sampling. The AUTHORITY will provide the LABORATORY a Sampling Request Letter prior to the beginning of each quarterly sampling period, which will delineate the analyses required and the schedule for sampling. The LABORATORY shall also be responsible for providing the AUTHORITY with new dedicated coolers for the exclusive use by the AUTHORITY, and all shipping to and from the AUTHORITY Administration office. The LABORATORY shall be responsible for ensuring that ALL samples will be analyzed within the prescribed holding time. All samples received by the LABORATORY from the AUTHORITY shall be retained after the date of the final report submittal to the AUTHORITY to assure that reanalysis is possible if requested by the AUTHORITY. Samples shall be retained for the following time frames: a minimum of 90 days for metals samples and 45 days for all other samples.

To insure sample integrity and analysis within required holding times, all laboratory analyses shall be conducted within a 200 mile radius of the Authority Administration Building. A final report (hard copy and electronic format) and associated invoice must be delivered to the AUTHORITY within 30 days from receipt of the sample to insure timely reporting to regulatory agencies.

## SPECIFIC REQUIREMENTS

### ANALYTICAL LABORATORY REPORT

- A. At a minimum, the report will conform to DER Form 62-522.900 (2), "Groundwater Monitoring Report", Part III "Analytical Results" (see Exhibit E). All results must be a numeric value (no results can be reported as BDL or ND text). The following information listed as items 1 through 7 and 8 through 16 must appear on the first page of each sampling location, with items 1 through 7 to be situated at the top of the page as a Header. Items 17 through 26 must appear in tabular form on the first page. If the report exceeds one page, any additional pages must have item number 12 referenced on the top with item numbers 17 through 26 continued.

1. Well Diameter (in)
2. Total Well Depth (ft)
3. Evacuation amount (gal)
4. Sample Appearance
5. Top of Casing (TOC) Elevation (NVGD)
6. Depth to Water below TOC
7. Sample Matrix
8. Facility GMS #
9. Test Site ID #
10. Sampling Date/Time
11. Report Period (Yr./Qtr.)
12. Well Name \*
13. Well Purged (Y/N)
14. Classification of Ground Water
15. Well Type: ( ) Background, ( ) Intermediate, ( ) Compliance, ( ) Other
16. Ground Water Elevation (NGVD) or (MSL)
17. Storet Code
18. Parameter Monitored
19. Sampling Method
20. Field Filtered (Y/N)
21. Analysis Method
22. Analysis Date/Time
23. Analysis Results w/Relational Operation Codes (U, I, J, etc.)
24. Analysis Units
25. Detection Limits
26. Detection Units

\* The work order (submission) fraction number (sample number) may be added to the right of "Well Name" and left of "Well Purged" field.

If the analytical laboratory report referenced above can not be the certificate of analysis, a certificate of analysis must be provided in the laboratories standard reporting format.

Additional information is required to be transmitted Electronically (see Exhibit C) with each report. This additional information is not to be included on the FDEP Format.

- B. The order in which the parameters are listed on the report shall be approved by the AUTHORITY. The LABORATORY shall not change the order of the parameters without the approval of the AUTHORITY.
- C. The Minimum Detection Limit (MDL) to be used in the analysis of the individual parameters must be approved by the AUTHORITY. The LABORATORY shall not change or alter the MDL without approval from the AUTHORITY. LABORATORY acceptance of all analytical methods listed in the attached Fee Schedule/Quantity and Methodology, Exhibit B. All detection limits must meet MCL set forth in Chapter 62-550 FAC and method deviation must be approved by the AUTHORITY.
- D. The AUTHORITY may request parameters to be analyzed in addition to those required by permit. In these cases the AUTHORITY will require a second report to be transmitted, which reflects the additional parameters analyzed. In such cases the AUTHORITY shall specifically request the second report in the Sampling Request Letter. Typically, the two (2) reports generated in such cases are: 1) A FDEP report which will reflect the results of those parameters required by permit, and 2) A SWA report which shall include the results of the parameters required by permit as well as the results of the additional parameters requested. No further charges shall be incurred by the AUTHORITY for reporting duplicate parameters.
- E. Computer data reporting requirements are delineated in Exhibit C.
- F. All LABORATORY analysis reports should be submitted with the appropriate invoice.
- G. Trip Blanks for VOC shall be analyzed and reported anytime a work order has VOC requested.
- H. Trip Blanks for Metals shall be analyzed and reported anytime a work order has Metals requested.

#### QUALITY ASSURANCE

- A. The Department of Environmental Protection approved LABORATORY COMPQAP shall be provided to the AUTHORITY. The LABORATORY shall provide the AUTHORITY with any updates or changes that occur within the term of this contract.
- B. The LABORATORY shall provide the AUTHORITY with VOC and Metal Trip blanks as necessary. No more than one (1) VOC and Metal Trip blank/method per cooler (analytical cost to be the responsibility of the LABORATORY), is required.

- C. Quality assurance data must be included with all analytical LABORATORY reports. This data shall include:
1. Surrogate Summary
  2. Blank Summary
  3. Duplicate Summary
  4. Matrix Spike Summary
  5. Calibration Data Summary
- D. Original LABORATORY Reports shall be signed by LABORATORY personnel.
- E. Signed Chain of Custody forms must be returned with the final report.
- F. The LABORATORY shall review all reports for accuracy and abnormal test results prior to transmitting the reports to the AUTHORITY.
- G. The LABORATORY shall **immediately** notify the AUTHORITY representative via telephone or facsimile in the event that any accuracy problems, reporting problems, **exceedances of any primary MCL** (as set forth in rule 62-550 FAC), or if abnormal test results become apparent to the LABORATORY.
- H. The LABORATORY shall provide a copy to the AUTHORITY of any and all Quality Assurance / Quality Control correspondence between the LABORATORY and the FDEP related to the services performed under agreement executed with firm as determined by bid competition.
- I. The LABORATORY shall provide the AUTHORITY copies of all HRS and/or NELAP Performance Evaluations as they are received by the LABORATORY. A letter shall be sent to the certifying laboratory granting the AUTHORITY permission to be provided copies of such said performance test to the AUTHORITY.
- J. Any Blanks with a TDS value greater than 30.0 mg/l with conductivity less than 10 umhos/c shall be reanalyzed prior to the final reports being transmitted.
- K. Any TDS value greater than the conductivity shall be reanalyzed for TDS & conductivity, prior to the final reports being transmitted.

**REQUIRED TURN-AROUND TIME**

Final reports and electronic data are to be received by the AUTHORITY within 30 days from receipt of the sample by the LABORATORY. However, there may be occasions when one or two week turnaround time will be required.

**QUESTIONABLE / INVALID DATA**

- A. Reanalysis of suspect data samples (possible invalid data) shall be provided by the LABORATORY at the request of the AUTHORITY.
- B. Reanalysis results requires a seven (7) calendar day turnaround.
- C. Cost for reanalysis of questionable data shall be borne by the AUTHORITY unless the original result is invalidated due to LABORATORY error, in which case cost of original analysis and reanalysis shall be borne by the LABORATORY.
- D. Locations which must be re-sampled due to LABORATORY error, analyses out of holding time, lost samples, equipment failure, etc., shall be the sole responsibility of the LABORATORY. Any re-sampling by the LABORATORY must be coordinated with the AUTHORITY representative.

**SAMPLE CONTAINERS**

The LABORATORY shall provide the AUTHORITY labeled sample containers composed of virgin material and shall contain the proper amount and type of preservative for the parameters to be analyzed. In order to assure that samples collected by AUTHORITY are correctly preserved the LABORATORY shall provide the AUTHORITY with extra preservatives to be used if necessary. The LABORATORY will refresh AUTHORITY preservative stock with each change of LABORATORY preservative stock.

New coolers shall be purchased in sufficient quantities for contract. These coolers shall be dedicated coolers labeled as such and shall be required for shipping to and from the AUTHORITY. These coolers shall be used for no other purpose than transport of AUTHORITY samples and shall be kept clean and in good repair.

The LABORATORY shall provide the AUTHORITY with sufficient labeled sample containers and coolers for the AUTHORITY to conduct non-scheduled sampling. The AUTHORITY will provide the LABORATORY a list of the number and types of sample containers and coolers required.

**PACKING**

LABORATORY shall prepare and mark all containers. Only waterproof labels and markers shall be used on the bottles. Samples will be shipped to the LABORATORY in wet ice. The requirements for deliveries as listed below may be adjusted in the Sampling Request Letter.

- 1) A packing list must be included with all coolers, indicating the bottles, which were included.
- 2) The coolers are required to be delivered to the AUTHORITY during normal working hours, Monday through Friday only.

- 3) The coolers are to be packed by groups of well clusters, as designated by the Sampling Request Letter. Any changes shall be approved by the AUTHORITY representative. No more than 1 Equipment Blank and 1 Field Duplicate per cooler. All coolers shall have labels on the outside indicating which samples are within the cooler.
- 4) All coolers containing an Equipment Blank or Field Blank should include a blank chain-of-custody sheet, packing list, Distilled / Deionized Water in amounts necessary for blanks, and new glass liter bottle(s) for VOC / Extractables. Note: If sample containers include glass construction, glass containers will be required for analyte-free water.
- 5) The site name as designated by the Sampling Request Letter shall be on all packing lists. All bottles (including VOC bottles) shall be labeled with the site name, sample identification, client name (SWA), type of preservative, and the sample type (i.e.: metals, VOCs, nitrates, generals, etc.). The label shall include space for sample date and time, which will be completed by AUTHORITY staff.
- 6) Samples received by the LABORATORY will have the Chain of Custody indicating the parameters to be analyzed; the appropriate page of the Sampling Request Letter will be attached to the Chain of Custody. Special sampling events will only have a Chain of Custody sent to the LABORATORY. One final report will be needed for each Chain of Custody sent. Some sampling events will have more than one Chain of Custody for each set of bottles; these are events which need multiple reports generated for each bottle sent.
- 7) All coolers with bottles containing acid shall be packed upright in clear plastic bags with a strip of pH paper and packing material around each bottle to ensure they remain upright, closed tight and leak proof. All glass containers shall be wrapped in "bubble wrap" packing.

#### **SHIPPING OF SAMPLING KITS**

LABORATORY shall be responsible for shipping of all sampling kits to and from the AUTHORITY'S main office, located at 7501 North Jog Road, West Palm Beach, Florida, during normal working hours. Pickup will normally occur between 4:00 p.m. and 5:00 p.m. Emergency arrangements must be made with the AUTHORITY'S Environmental Programs prior to 4:30 p.m. for pickup after normal hours.

#### **CHAIN-OF-CUSTODY REPORTS**

All chain-of-custody forms will be initiated and signed by LABORATORY and shall be provided for all Equipment Blank coolers. These forms are to be completed by an AUTHORITY employee performing the sampling. Upon arrival of full sample containers at LABORATORY, the receiving individual will sign the Chain-of-Custody.

#### **LAB SAMPLING**

In the event that personnel from LABORATORY are requested to perform the field sampling, LABORATORY will be responsible for following all FDEP requirements. The LABORATORY personnel must complete all necessary field information required on FDEP Form 62-522.900 (2)

"Parameter Monitoring Report" and the AUTHORITY'S Field Sample Sheets, which will be provided. LABORATORY will be responsible for exercising strict chain-of-custody over all AUTHORITY samples. Copies of all chain-of-custody forms will accompany the reports of analysis to the AUTHORITY.

#### **LABORATORY WRITTEN EXPLANATION**

LABORATORY is responsible for providing the AUTHORITY with written explanations for any and all Quality Assurance irregularities regarding FDEP and AUTHORITY specifications.

#### **LABORATORY DATA RETENTION**

Data from all sample events for all parameters must be retained at the contracted LABORATORY for seven (7) years. This is required due to emergencies or legal action, which would require the AUTHORITY to obtain laboratory, certified 'original' results.

#### **QUARTERLY MEETING**

A quarterly meeting shall be held between the AUTHORITY and LABORATORY with the first meeting to be held within three (3) months of the effective date of the Agreement. The purpose of the meetings shall be to discuss the LABORATORY'S performance for the Quarter immediately preceding the meeting.

The meetings shall be held at the AUTHORITY'S Administration Building, 7501 North Jog Road, West Palm Beach, Florida 33412. The AUTHORITY'S representative for the Agreement shall confirm the date and time of the meeting, two (2) weeks in advance, with the LABORATORY'S representative. The LABORATORY shall ensure, at a minimum, the following personnel will be in attendance from the LABORATORY:

Project Manager  
Quality Assurance Officer

#### **BACK - UP PLAN**

Within thirty (30) days of execution of the Agreement the LABORATORY shall provide the AUTHORITY with a Back - Up Plan. The Plan shall detail the action(s) to be taken, by the LABORATORY, in the event a required analysis/analyses cannot be performed within the required thirty (30) day time frame, regardless of the basis for implementing the Plan. The Plan shall be acceptable to and approved by the AUTHORITY prior to implementation. The LABORATORY shall notify the AUTHORITY and implement the Plan within one (1) business day of the occurrence(s) that necessitated implementation of the Plan.

By reference herein the Back - Up Plan, upon approval by the AUTHORITY, shall be a part of this Scope of Work.



## FEE SCHEDULE

Parameter	Method	Unit Cost
<b>Organics</b>		
Lindane	EPA 608/8081	\$15.00
Endrin	EPA 608/8081	\$15.00
Methoxychlor	EPA 608/8081	\$15.00
Toxaphene	EPA 608/8081	\$15.00
2, 4-D	EPA 615/8151	\$35.00
2, 4, 5-TP (Silvex)	EPA 615/8151	\$35.00
Ethylene Dibromide	EPA 504	\$35.00
Vinyl Chloride	EPA 8260	\$11.00
1, 2-Dichloroethane	EPA 8260	\$11.00
1, 1, 1-Trichloroethane	EPA 8260	\$11.00
Trichloroethene	EPA 8260	\$11.00
Tetrachloroethene	EPA 8260	\$11.00
Benzene	EPA 8260	\$15.00
Carbon Tetrachloride	EPA 8260	\$11.00
1,3-Dichlorobenzene	EPA 8260	\$5.00
Toluene	EPA 8260	\$5.00
Xylenes (total)	EPA 8260	\$5.00
1,2,4,-Trichlorobenzene	EPA 8260	\$7.00
1,4-Dichlorobenzene	EPA 8260	\$5.00
1,2-Dichlorobenzene	EPA 8260	\$5.00
Chlorobenzene	EPA 8260	\$5.00
1,1-Dichloroethylene	EPA 8260	\$7.00
cis-1,2-Dichloroethylene	EPA 8260	\$7.00
1,2-Dichloropropane	EPA 8260	\$7.00
Ethylbenzene	EPA 8260	\$5.00
Styrene	EPA 8260	\$7.00
Trans-1,2-Dichloroethylene	EPA 8260	\$7.00
Dichloromethane	EPA 8260	\$7.00
1,1,2,-Trichloroethane	EPA 8260	\$7.00
Trihalomethanes	EPA 501/5242	\$100.00
Chlorinated Phenols	EPA 625/8270	\$100.00
Purgable Halocarbons 601	EPA 601/8021	\$60.00
Purgable Volatals	EPA 8021	\$80.00
Purgable Aromatics 602	EPA 602/8021	\$33.00
Total Organic Halogens	EPA 9020B/SM 506	\$60.00
Total Recovery Hydrocarbon	EPA 1664/FLPRO	\$40.00
Polynuclear Aromatic Hydrocarbs	EPA 610/8100/ 8310/8270 with lower detection limits	\$60.00
Organic Toxic Pollutants-VOC	EPA 624/8260	\$125.00
Organic Toxic Pollutants-BNA	EPA 625/8270	\$250.00
Organic Toxic Pollutants-Pesticides	EPA 608/8081	\$120.00
Organic Toxic Pollutants-VOC	EPA 603/8260	\$80.00
<b>Metals</b>		
Aluminum	EPA 200.7	\$5.00
Antimony	EPA 204.2/7041/6010	\$5.00
Arsenic	EPA 206.2/7060/6010	\$5.00
Barium	EPA 200.7/6010	\$5.00
Beryllium	EPA 200.7/6010	\$5.00
Cadmium	EPA 213.2/7131/6010	\$5.00

FEE SCHEDULE		
Parameter	Method	Unit Cost
Calcium	EPA 200.7	\$5.00
Chromium	EPA 200.7/6010	\$5.00
Copper	EPA 200.7	\$5.00
Cobalt	EPA 200.7/6010	\$5.00
Iron	EPA 200.7/6010	\$5.00
Lead	EPA 239.2/7421/6010	\$5.00
Magnesium	EPA 200.7	\$5.00
Manganese	EPA 200.7	\$5.00
Mercury	EPA 245.1/7470	\$15.00
Nickel	EPA 200.7/6010	\$5.00
Potassium	EPA 200.7	\$5.00
Selenium	EPA 270.2/7740/6010	\$5.00
Silver	EPA 272.2/7761/6010	\$5.00
Sodium	EPA 200.7/6010	\$5.00
Thallium	EPA 204.1/7841/6010	\$10.00
Vanadium	EPA 286/6010	\$5.00
Zinc	EPA 200.7/6010	\$5.00
<b>Toxicity Characteristic:</b>		
Leaching Procedure (TCLP)	EPA 1311	\$30.00
Arsenic	EPA 7060	\$5.00
Barium	EPA 7080	\$5.00
Cadmium	EPA 7131	\$5.00
Chromium	EPA 7191	\$5.00
Lead	EPA 7421	\$5.00
Mercury	EPA 7470	\$15.00
Selenium	EPA 7740	\$5.00
Silver	EPA 7760	\$5.00
TCLP Organics - Price includes extraction plus methods 8260, 8270, 8151, 8081	EPA1311	\$400.00
<b>Organic &amp; Demands</b>		
Biochemical Oxygen Demand	EPA 405.1	\$14.00
Chemical Oxygen Demand	EPA 410.2/410.4	\$12.00
Methylene Blue Active Substances	EPA 425.1	\$20.00
Oil & Grease	EPA 413.2/1664	\$35.00
Phenols, Total	EPA 420.2	\$20.00
Total Organic Carbon	EPA 420.2/415.1	\$14.00
Total Inorganic Carbon		\$15.00
<b>Nutrients</b>		
Ammonia Nitrogen	EPA 350.1	\$10.00
Ammonium	Calc	\$25.00
Kjeldahl Nitrogen, Total	EPA 351.1 / 2	\$15.00
Nitrate Nitrogen	EPA 353.2/300.0	\$5.00
Nitrite Nitrogen	EPA 353.2/300.0	\$15.00
Nitrogen, Total	Calc	\$35.00
Organic Nitrogen	Calc	\$27.00
<b>Microbiological</b>		
Fecal Coliform	9221C Tbl IV/9221E	\$13.00
Total Coliform	9221B Table IV	\$13.00
Fecal Streptococcus	9230 B	\$25.00

Due to circumstances which may require analysis turnaround times in less than the standard thirty (30) days required; provide a percentage amount, to be added to the price bid for individual parameters, for the following turn around times:

- |    |                             |             |
|----|-----------------------------|-------------|
| 1. | 24 - 48 Hours               | <u>200%</u> |
| 2. | Seven (7) Calendar Days     | <u>150%</u> |
| 3. | Fourteen (14) Calendar Days | <u>100%</u> |

The Authority may require the Laboratory to provide sample services, **on an as needed basis**. Provide an hourly rate for regular work hours (8:00 a.m. to 5:00 p.m.) and for premium time (after regular hours):

- |    |                     |                   |                     |
|----|---------------------|-------------------|---------------------|
| 1. | Regular Hourly Rate | <u>\$80/hour</u>  |                     |
| 2. | Premium Hourly Rate | <u>\$125/hour</u> | (includes holidays) |

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

<b>COMPUTER DATA REPORTING REQUIREMENTS</b>
---

I. Existing Database Description

- A. Table C-1 shows the *minimum* data required for each sample station. Additional data may be added at the end of the structured database.
- B. Each entry in the database must adhere to the designated codes, labels and database field size when referring to tests and test sites.
- C. No modifications to STORET codes should be made, only additions should be made. This is to ensure historical integrity of the resultant data.
- D. The result of the parameter test shall include a relational operand (< or >) to designate ranges below or beyond the detection limit. No below detection limit "BDL" or equal shall be used.
- E. Flexibility should be maintained for additions and possible modifications to the listings that are provided.

II. Format of Data

- A. Each sample location/station must be presented in electronic form:

**Electronic** - An electronic copy of the results must be submitted. Each work order must be signed by the contracted LABORATORY QA/QC officer as well as the LABORATORY manager or owner as to its correctness. The original signed certification of the electronic copy of the report must be submitted with the electronic media.

The electronic version of the data shall be submitted to the AUTHORITY in Microsoft Excel version 5.0 format as outlined in Table C-1. Data files shall reside on 3½ inch High-Density disk(s) with a format compatible to MS-DOS 6.2. No work order (report) shall be split between two (2) disks and each disk must be clearly labeled to indicate their contents. The work order consists of individual data sample points which are called work order fraction numbers (Example: Table C-1 Field # 7). Only work order from the same facility may be placed on the same disk.

B. On-line Access

Electronic access should be made available during normal working hours, Monday - Friday, 8:00 a.m. to 5:00 p.m. EST in the event that data retrieval is deemed critical by AUTHORITY personnel.

The communications connection should allow for downloading of processed data as well as viewing of a file which would list all Work Orders for the year-to-date that have been received by the contracted LABORATORY and the status of all incomplete reports.

Software and network connections to allow for this access should be Microsoft NT4.0 compatible.

C. Database Modifications

The AUTHORITY reserves the right to modify the database file format throughout the contract period as needed for any possible changes that may occur due to regulatory or other update. The AUTHORITY shall not be responsible for additional cost incurred by the LABORATORY due to these changes.

Table C-1

## Data Field Description for Laboratory Submittals for the Solid Waste Authority of Palm Beach County

Field #	Field Name	Type	Size	Description
1	Work Order No.	Numeric	10	Laboratory tracking number
2	Report Date	Date	8	Date of generated report (hardcopy)
3	Facility Name	Character	30	Facility Name
4	Facility GMS No.	Character	15	GMS Groundwater Monitor System tracking number assigned to the facility by the state
5	Permit No.	Character	15	FDEP permit number
6	Station/Well Name	Character	15	SWA assigned name for the well or sample point
7	Work Order Fraction No.	Numeric	10	Laboratory tracking number, for the sample fraction of the workorder e.g. sample point
8	Test Site ID No. (Well GMS No.)	Character	15	GMS Groundwater Monitor System tracking number assigned to the well by the state
9	Sample Matrix	Character	3	Groundwater (GW), Surface Water (SW), Soil (S), Leachate (L), Other (O)
10	Classification of Sample	Character	6	FDEP groundwater class (G-I, G-II, G-III, G-IV) or surface water class (I, II, III, IV or V)
11	Report Period (year/quarter)	Date	8	YYYY/Q# where # = 1, 2, 3 or 4
12	Method of Sample Collection	Character	16	How sample was collected, e.g. grab, composite, peristaltic pump, Kemmerer sampler
13	Sample Date	Date	8	Date sample was collected
14	Sample Time	Time	8	Time sample was collected
15	Well Purge Volume (gal)	Numeric	6	Volume of water purge from the well
16	Sample Appearance	Character	50	Odor, cloudy, sheen, etc
17	Well Type	Character	1	Background (B), Intermediate (I), Compliance (C), Other (O)
18	Reference Elevation (feet NGVD)	Numeric	6	Top of casing or 0.00 mark on staff gauge
19	Depth to Water (feet BTOW)	Numeric	10	Measured depth to water from Below Top Of Casing (BTOW)
20	Water Elevation (feet NGVD)	Numeric	6	Calculated water elevation
21	Storet Code	Character	5	EPA Analyte code
22	Parameter	Character	30	Name of Analyzed parameter
23	Analysis Method Code (EPA)	Character	15	Reference and method code, e.g. SM 5112, EPA 365.1, SW 7380
24	Method Detection Limit	Numeric	8	Detection limit for method of analysis
25	Preservative	Character	15	Type of preservative (if used) or none
26	Field Filtered	Character	1	Sample was filtered in the field (Y). Sample was not filtered in the field (N)
27	Relational Operator (RO)	Character	3	> or < operator to designate range as below or above detection limit
28	Result	Numeric	10	Test Result
29	Units	Character	10	Consistent concentration units for results, detection limit, MCL's and GCC's
30	Data Qualifier	Character	10	Explanation or additional info used to interpret results (OAVQC codes)
31	Dilution Factor for sample method analysis	Numeric	5	Amount the sample fraction was diluted for sample method analysis
32	Date and Time for setup-short hold time	Date/Time	22	Date & Time sample analysis started, e.g. BOD <sub>5</sub> , microbiological, etc (7/18/96 15:47)
33	Date and Time for reading-short hold time	Date/Time	22	Date & Time sample analysis ended & reading occurred, e.g. BOD <sub>5</sub> , microbiological, etc.
34	Extracted Date	Date	8	Date sample was extracted.
35	Analysis Date and Time	Date/Time	22	Date & Time sample was analyzed (7/19/96 15:47)
36	Analyst	Character	3	Initials of person that performed the individual chemical analysis
37	MCL	Numeric	8	Applicable Maximum Contaminant Level (MCL) for type of sample
38	Guidance Concentration	Numeric	8	State of Florida Groundwater Guidance Concentration (GGC)

<b>ADDITIONAL PRICE LIST</b>
------------------------------

**Organic Parameters**

<b><u>Parameters</u></b>	<b><u>Methods</u></b>	<b><u>Fee/Sample</u></b>
Purgeable Halocarbons	601/8021	\$ 70.00
BTEX/MTBE	602/8021	\$ 50.00
Purgeable Aromatics	602/8021	\$ 60.00
Purgeables Full List	601-602/8021	\$100.00
Chlorinated Herbicides	615/8151	\$150.00
Organochlorine Pesticides	608/8081	\$125.00
Organophosphorus Pesticides	614/8141	\$125.00
Phenols	604/8040	\$125.00
Phthalates	606/8060	\$125.00
EDB/DBCP	504.1	\$ 60.00
PCB's (Polychlorinated biphenyls)	608/8082	\$ 75.00
Polynuclear Aromatics (PAH's)	610/8100	\$105.00
Petroleum Hydrocarbons	FL-PRO	\$ 70.00
Base Neutral / Acid Extractables	625/8270	\$250.00
Purgeable Organics	624/8260	\$140.00
Total Toxic Organics List (TTO)	624/625/608	\$450.00

**Inorganics and General Parameters**

<b><u>Parameters</u></b>	<b><u>Methods</u></b>	<b><u>Fee/Sample</u></b>
Metals*	200.7/6010	\$ 15.00 each
Mercury	245.1/7471	\$ 25.00
Digestion Charge for Soils		\$ 10.00/sample
RCRA Metals (group)	6010/7471	\$ 100.00
Priority Pollutant Metals	200.7/245.1	\$ 200.00
TAL Metal List	6010/7471	\$ 200.00
Hexavalent Chromium	7196	\$ 30.00
Acidity	305.1	\$ 10.00
Alkalinity	310.1	\$ 15.00
Ammonia	350.1	\$ 15.00
Biochemical Oxygen Demand BOD5	405.1	\$ 25.00
Carbon Organic	415.1	\$ 25.00
Chemical Oxygen Demand	410.1/4	\$ 25.00
Chloride	325.3/300.0	\$ 15.00
Chlorine Residual	330.5	\$ 15.00
Color	110.2	\$ 15.00
Conductivity	120.1	\$ 10.00
Corrosivity Langelier Index	SM 203	\$ 30.00
Cyanide Total	335.3/9010	\$ 40.00

<u>Parameters</u>	<u>Methods</u>	<u>Fee/Sample</u>
Density	SM 2310F	\$ 15.00
Flashpoint closed cup	1010	\$ 25.00
Fluoride	300.0	\$ 15.00
Hydrogen Sulfide	9030/376.1	\$ 15.00
MBAS surfactants	425.1/SM5540C	\$ 30.00
Nitrogen Total	351.2+ 353.2	\$ 35.00
Nitrogen -Nitrate	353.2/300.0	\$ 15.00
Nitrogen- Nitrite	353.1/300.0	\$ 15.00
Nitrate/ Nitrite Combined	353.2/300.0	\$ 15.00
Nitrogen- Kjeldahl	351.2	\$ 20.00
Odor	140.1	\$ 15.00
Oil and Grease	1664	\$ 50.00
Petroleum Hydrocarbons	FL-PRO	\$ 70.00
pH	150.1/9045	\$ 5.00
Phenolics	420.2/9066	\$ 40.00
Phosphorus Total	365.1/300.0	\$ 15.00
Phosphorus Ortho	365.1/300.0	\$ 15.00
Salinity	SM 2520B	\$ 10.00
Solids Dissolved	160.1	\$ 20.00
Solids Suspended	160.2	\$ 20.00
Solids Total	160.3	\$ 20.00
Solids Volatile	160.4	\$ 20.00
Solids Settleable	160.5	\$ 20.00
Sulfate	375.4/300.0	\$ 15.00
Temperature	170.1	\$ 5.00
Turbidity	180.1	\$ 10.00
Viscosity	ASTM	\$ 35.00

\* Metals to include Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Magnesium, Manganese, Molybdenum, Nickel, Potassium, Selenium, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, and Zinc.

#### Hazardous Waste Characterization

<u>Parameters</u>	<u>Methods</u>	<u>Fee/Sample</u>
Appendix I 40 CFR Part 258		\$400.00
Appendix I Inorganics		\$225.00
Appendix I Organics		\$175.00
Appendix II CFR part 258		\$1200.00
Appendix IX		\$1350.00
Energy Recovery Profile CFR 266.40	9020/200.7/1010	\$150.00
Reactivity	SW 7.3.3.3/7.3.4.2	\$120.00
Igniteability	1010	\$ 25.00
Corrosivity	9040/9045	\$ 5.00
Total Halogens	9020/9022	\$ 75.00



<u>Parameters</u>	<u>Methods</u>	<u>Fee/Sample</u>
Releaseable Sulfide	7.3.4.2	\$ 60.00
Releaseable Cyanide	7.3.3.2	\$ 60.00
Paint Filter Test	9095	\$ 25.00
TCLP Extraction Metals, Organics	1311	\$ 50.00
TCLP Extraction Volatiles ZHE	1311	\$ 50.00
TCLP Full List 39 components with extraction		\$750.00

**Miscellaneous/Group**

<u>Parameters</u>	<u>Methods</u>	<u>Fee/Sample</u>
Soil Incineration Profile (Pre-burn state)	8021(VOH),PRO,4 Metals	\$210.00
Add PCB's	8080	\$ 75.00
Add Halogens	9023	\$ 50.00
Rinker Preburn	8260, PRO, 8 Metals, TOX	\$300.00
TPS/Magnum Preburn	8260, PRO, 8 Metals	\$275.00
Clean Backfield (DERM)	TCLP Metals, 8260,8270,PRO,O&G	\$650.00
Gasoline and Kerosene Groups	FAC 62-770	\$400.00/350.00
Used Oil Group	FAC 62-770	\$850.00/750.00
Domestic Sludge	503E	\$250.00
Full Priority Pollutant List	40CFR 122 D.	\$950.00
Radionuclides Gross Alpha	900.0	\$ 45.00
Radionuclides Gross Beta	900.0	\$ 45.00
Radium 226	903.1	\$ 75.00
Radium 228	9320	\$ 95.00
Asbestos Bulk		\$ 40.00
Specific Oxygen Uptake Rate(503E)	SM 2710B	\$ 60.00

**Florida Drinking Water Standards(17-550)**

<u>Parameters</u>	<u>Methods</u>	<u>Fee/Sample</u>
Primary Inorganic Standards	17.550.310(1a)	\$250.00
Primary Pesticides and PCB's	17.550.310(2c)	\$850.00
Trihalomethanes	501.1	\$ 75.00
Primary Volatile Organics	524.2	\$150.00
Secondary Standards	17.550.320(1)	\$200.00
Primary + Secondary Standards		\$1250.00
Group I Unregulated Organics	17.550.405	\$550.00
Group II Unregulated Organics	17.550.410	\$450.00
Primary, Secondary, and Unregulated Stds.	(no dioxins or asbestos)	\$1500.00
Dioxin 2,3,7,8 TCDD	1613	\$1000.00
Dioxin 2,3,7,8 TCDD	525.1 scan	\$100.00

<u>Parameters</u>	<u>Methods</u>	<u>Fee/Sample</u>
Asbestos	100.1 (TEM)	\$275.00
Turbidity	180.1	\$ 10.00
Total Coliform		

**Biological Analyses**

<u>Parameters</u>	<u>Methods</u>	<u>Fee/Sample</u>
Bacteria Total Coliform MF	9222B	\$ 25.00
Bacteria Total Coliform MPN	9221B	\$ 45.00
Bacteria Fecal Coliform MF	9222D	\$ 25.00
Bacteria Fecal Coliform MPN	9221C	\$ 45.00
Bacteria Fecal Streptococci MF	9230C	\$ 50.00
Bacteria Fecal Streptococci MPN	9230B	\$ 60.00
Bacteria Fecal Presence/Absence	9221E	\$ 25.00
Heterotropic Plate Count	9215B	\$ 25.00
Suitability Ratio (prior notification)	9020B3.C.1	\$300.00*
Cryptosporidium/Giardia		\$250.00
Bioassay		Quoted

**Supply Charges**

Bailers (precleaned and wrapped)	\$10.00
Encore Samplers for 5035	\$8.75 each
Tubing	quoted
Compositor Rental	\$50.00/day
Field Equipment	quoted

## or (MSL): \_\_\_\_\_

Storet Code	Parameter Monitored	Sampling Method	Field Filtered Y/N	Analysis Method	Analysis Date/Time	*Analysis Results/Units	Detection Limits/Units

-31-

***M/WBE PLAN***

US Biosystems will make every effort to achieve the Authority's 15% M/WBE participation goal in procurement through M/WBE subcontracting, material suppliers or other means deemed acceptable to the Authority.